

UNITED STATE DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

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U.S. DISTRICT COURT
DISTRICT OF MASS.

Albert William Bleau Jr.

Plaintiff

Vs.

Greater Lynn Mental Health
& Retardation Association, et al,

Defendants

Civil Action
No. 04 – 10469REK

Additional Local Rule 56.1 Statement Of Material Facts of Plaintiff Albert W. Bleau Jr. In Support of Plaintiff's Motion For Summary Judgment and For Discovery

And

In Support of Plaintiff's Objection to Defendant's Motion of August 9, 2005 To Dismiss Plaintiff's Breach Of Contract Claim or For Partial Summary Judgment

Pursuant to Local Rule 56.1, Plaintiff Albert W. Bleau Jr., submits the following additional statement of the undisputed material facts upon which the Plaintiff bases his objection to GLMHRA's motions for dismissal and partial summary judgment of the plaintiff's claim for breach of contract and upon which the plaintiff bases his motion for summary judgment of the plaintiff's claim for breach of contract and for discovery.

1. The plaintiff submits as Attachment I a chronology with attachments of various relevant correspondence and documentation known to the plaintiff between the plaintiff and the defendants and between the plaintiff and defendant GLMHRA's attorney, Laurence Donoghue, and from the plaintiff and the defendants to DMH, DMR, the Board of Directors and the Massachusetts' Attorney General's Office, local and state elected officials, association employees and the press.

2. The plaintiff submits as Attachment II relevant sections of the 1998 and 1999 audits of GLMHRA and EMHC showing that EMHC and GLMHRA ended fiscal years 1998 and 1999 when both corporations were managed by the plaintiff with a surplus in funds. Also attached is a GLMHRA statement to the bondholders showing GLMHRA would finish the fiscal year ending June 3, 2000 with a \$336,000 deficit while the plaintiff was on leave from GLMHRA and the agency was being mismanaged and directed by MacKleish and Sherman and at the end of the fiscal year by Griffin and intermittently by the board of GLMHRA. It also shows the EMHC that was managed by the plaintiff would end the fiscal year with a surplus.

3. The plaintiff's letters to DMH, DMR and the Board of GLMHRA sent on April 14, 2001 were in response to the recruitment by GLMHRA for a Chief Financial Officer for the company and were sent by the plaintiff to gain support for his appointment to this position. They contained no new information, allegations or statements that had not already been received by these individuals or agencies and other state agencies, employees and elected officials prior to

November 8, 2000 as a result of various correspondences from the plaintiff and the defendant GLMHRA, their counsel and the defendants' MacKleish, Sherman and Griffin.

4. In support of the aforementioned statement, the Plaintiff has attached the following documents that were sent to all defendants, the boards, DMH, DMR and the Attorney General's Office and most were also sent to various local and state elected officials and many association employees prior to the signing of the severance agreement on November 8, 2000:

- a. Plaintiff's letter with attachments of April 21, 2000 to GLMHRA requesting a meeting with the board and grieving the decision to terminate the plaintiff.
- b. EMHC's president's letter to Erick Carricker of the Attorney General's Office dated 4/20/2000.
- c. Plaintiff's response to the MacKleish-Sherman report dated 4/21/2000 and letter requesting a full accounting of plaintiff's expenditures and deductions dated 4/21/2000.
- d. Plaintiff's letter with attachments of April 21, 2000 to GLMHRA requesting a meeting with the board and grieving the decision to terminate the plaintiff.
- e. Plaintiff's addendum to the 4/21/2000 response to the MacKleish-Sherman report and 4/26/2000 letter to Warren Bank requesting \$300,000 loan for GLMHRA.
- f. Plaintiffs summary of GLMHRA accomplishments dated

May 2000.

- g. Plaintiff's letter of May 24, 2000, "Financial and Budget Issues".
- h. Martena Fallon complaint to bar of overseers dated May 2000.
- i. Plaintiff's Cash Flow Analysis distributed in May, 2000
- j. Plaintiff's letter to EMHC Atty. Paul Keating explaining the \$500,000 loan that EMHC secured for GLMHRA.
- k. Response of Bar of Overseers dated 6/13/2000
- l. EMHC minutes of 6/29/2000 stating concerns with GLMHRA finances and management
- m. EMHC minutes of 7/6/2000 with vote to borrow funds to help GLMHRA with its overspending and deficits.
- n. Letter from Van Kampen of 7/14/2000 disagreeing with GLMHRA's statement that they had requested the termination of the plaintiff and critiquing GLMHRA's actions regarding the bond.
- o. Plaintiff's analysis and recommendation distributed on July 18, 2000 stating that the bond was more expensive than alternative financing.
- p. EMHC board minutes of 8/2/2000 authorizing a separate office for EMHC and terminating the management contract with GLMHRA.
- q. EMHC board minutes of 8/9/2000 addressing financial

problems and mismanagement at GLMHRA.

r. Laconia Citizen news article describing the conversion of EMHC's Marquis Resort to condominiums.

s. Plaintiff's letter of 8/15/2000 to Atty. Donoghue outlining improprieties at GLMHRA

t. Agenda and Vote by EMHC of 9/13/2000 to remove GLMHRA as signature from EMHC's checking account.

u. Plaintiff's letters of September 14, 2000 with attachments sent to Mary Lou Sudder, DMH, and Gerry Morrissey, DMR, and to Senator Fred Berry, Governor Cellucci, and Congressman John Tierney describing problems at GLMHRA and with Senior Managers and with the Defendants. Notice the reference to the attachments that were included with the correspondence. This letter was also sent to Representative Tom McGee, and other area State representatives, the Mayor and to Lynn City Councilors.

v. Plaintiff's letter of September 21 to Erik Carricker of the Attorney General's Office. Notice the list of attachments sent with this correspondence.

w. Plaintiff's letter of September 21, 2000 to Tom Manning, President of GLMHRA, appealing and grieving plaintiff's termination from GLMHRA because plaintiff refused to sign the severance agreement (Letter of September 15, 2000 from Atty.

Donohue informing plaintiff of his termination is also attached)

x. Plaintiff's letter of September 27, 2000, at the request of the EMHC board, to GLMHRA requesting various documents, payment of bills and the vacating of space for an EMHC corporate office.

y. Plaintiff's claim of discrimination filed with the EEOC on 10/6/2000.

z. Martena Fallon's analysis of EFIP program and EFIP spending and ERISA dated 10/9/2000.

aa. Plaintiff's letter of October 12, 2000 requesting reinstatement and presenting a detailed description of GLMHRA's violation of the personnel practices, and unethical and possibly illegal conduct of defendants' MacKleish, Sherman and GLMHRA's senior Management.

bb. EEOC request to GLMHRA for mediation

cc. The Griffin report and the MacKleish-Sherman reports were not only critical of the plaintiff, they were very critical of the defendant, GLMHRA and its Board of Directors. They were widely circulated by the defendants to board members, employees of GLMHRA, state agencies, the press, politicians and the Attorney General's Office. In effect their contents had become common knowledge. Unfortunately, so had their false accusations and defamation of the plaintiff.

4. From March 2000 to October 2000 the defendant's MacKleish, Sherman and Griffin submitted various reports, financials and documents to the board, DMH, DMR and to the Attorney General's Office. Those in the possession of the plaintiff have been submitted to this court in his original claim of March 8, 2004 and with his RICO complaint. (See the previously attached Griffin report to the board dated October 2000 and the MacKleish Sherman report submitted by the plaintiff and by the defendant GLMHRA.)

5. The plaintiff made numerous attempts to gain GLMHRA's compliance with the severance agreement from November 8, 2000 to the present. Examples of plaintiff's attempts to gain defendant's compliance with the severance agreement include the following:

- a. Letters sent to GLMHRA Board members, Executives and their Attorney, Laurence Donoghue, are attached and include correspondence dated: 12/12/2000, 4/5/2001, 4/13/2001, 5/8/2001, 5/22/2001, 6/20/2001, 12/7/2001, 4/2/2002.
- b. Letters to EEOC requesting assistance to have the severance agreement adhered to by GLMHRA and to end defamation and retaliation dated: 11/22/2000, 11/22/2000 and 12/12/2000.

6. GLMHRA refused to comply with the severance agreement and ignored the plaintiff's complaints and attempts to force their compliance with key provisions of the agreement: training funds, defamation and the letter. This statement is supported by the following correspondence from

GLMHRA to the plaintiff: 11/16/2000 from James Cowdell, telling plaintiff not to call or contact GLMHRA with any concerns regarding the agreement, retaliation or defamation; 4/19/2001 and 5/14/2001 correspondence from Atty. Donoghue reinforcing the Cowdell directive and voiding all GLMHRA provisions under the severance agreement and refusing plaintiff's apology; Donoghue letter of 12/27/2001 where he refuses to address plaintiff's concerns with GLMHRA's violation of the severance agreement detailed in plaintiff's letter of 12/7/2001. (defamation, the letter and training funds)

7. EEOC chose to ignore the plaintiff's requests for assistance outlined in his letters of 11/22/2000 in an "Acknowledgement of Settlement" dated 11/28/2000. (attached) They responded to plaintiff's 12/12/2000 request stating that it was not their responsibility to enforce the severance agreement and that since an agreement were signed before discrimination was actually proven they could not address the issues of retaliation.

8. GLMHRA terminated all negotiations with the plaintiff after submitting three different severance agreements to the plaintiff that had minor alterations unsatisfactory to the plaintiff. GLMHRA then cut the defendant and his family off of benefits and removed the plaintiff from payroll.

9. GLMHRA therefore, was willing to forgo the protection available in the severance agreement from disparaging remarks from the plaintiff or from a potential lawsuit for discrimination or wrongful discharge. GLMHRA also made no mention of the need for the plaintiff to resign from EMHC. See attached correspondence from Robert Tucker dated 7/5/2000

and from Atty. Donoghue dated: 8/14/2000, 8/16/2000 and 8/25/2000 and 9/25/2000 and letter of 10/12/2000 denying plaintiff's request for reinstatement. Also attached is a letter from acting Executive Director, Paul Cote. Also see the attached draft severance agreements dated: 8/7/2000 and 8/14/2000 and 8/16/2000.

10. After GLMHRA received the Griffin Report in October 2000 stating that GLMHRA could loose one Million dollars during the current fiscal year and recommending that GLMHRA take over EMHC, GLMHRA called the plaintiff to reopen negotiations. GLMHRA submitted a new draft severance agreement on November 1, 2000 that for the first time included the requirement that the plaintiff resign from EMHC. See attached severance agreements of November 1 and November 3, 2000.

11. The primary motivating factor, therefore, for GLMHRA to execute the new agreements was the resignation of the plaintiff from EMHC.

12. Plaintiff had been consistent with his requests during the negotiations to execute a severance agreement. He had requested just compensation, a proper accounting of funds owed to the plaintiff and that plaintiff owed to GLMHRA, the end of defamation, right to counsel, training funds and indemnification.

13. When GLMHRA requested that he resign from EMHC, plaintiff also requested the need for a letter be sent to board members, parents, friends of the association and employees. He refused to sign two agreements presented to him on November 1st and November 3, 2000 until

these provisions were included in the agreement. See plaintiff's attached three e-mails to Atty. Donoghue dated: 8/15/2000 and e-mails dated 8/17/2000 and 8/18/2000 as well as correspondence to Tom Manning dated 9/21/2000 and to Atty. Donoghue dated 10/12/2000. Also attached are draft severance agreements of November 1 and November 3, 2000.

The final agreement of November 8, 2000 has been submitted to the court by the defendant and the plaintiff.

14. The plaintiff was granted legal counsel by GLMHRA's Board Liability and Officer's Insurance Company in June 2001 to defend himself against continuing allegations by GLMHRA and defendant's MacKleish and Sherman in violation of the severance agreement to the Attorney General's Office. Their services have not been necessary. See plaintiff's attached correspondence to Jennifer Hollingsworth of the Attorney General's Office dated 5/10/2001, letter from Atty. Barry Guryan dated 5/25/2001 denying representation of the defendant, and correspondence from plaintiff's appointed counsel, Timothy Frawley of Cetrulo and Capone.

Respectfully submitted,

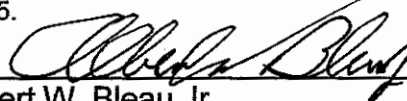
A handwritten signature in cursive script, appearing to read "Albert W. Bleau Jr.", written over a horizontal line.

Albert W. Bleau Jr.
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Dated: October 4, 2005

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon all counsel of record by First Class Mail on October 4-5, 2005.


Albert W. Bleau Jr.